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12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 CHRISTOPHER McCARD, On Behalf
15 of Himself and All Others Similarly
16 Situated,

17 Plaintiff,

18 vs.

19 SONY COMPUTER
20 ENTERTAINMENT AMERICA LLC;
21 SONY NETWORK ENTERTAINMENT
22 INTERNATIONAL LLC; and SONY
23 NETWORK ENTERTAINMENT
24 AMERICA INC.,

25 Defendants.

Case No.

CV11 03785 GHK

(MANx)

CLASS ACTION COMPLAINT

JURY TRIAL DEMANED

1 Plaintiff Christopher McCard ("Plaintiff") hereby brings this class action suit
2 against Sony Computer Entertainment America LLC ("SCEA"), Sony Network
3 Entertainment International LLC ("SNEI"), and Sony Network Entertainment
4 America Inc. ("SNEA") (collectively, "SONY", the "Company" or "Defendant").
5 Plaintiff makes the following allegations upon information and belief, except for
6 those allegations pertaining to Plaintiff, which are based on personal knowledge.
7 The following allegations are based upon the investigation undertaken by
8 Plaintiff's counsel, which included, *inter alia*, review and analysis of SONY's
9 press releases, SONY's public statements, SONY's websites and various news
10 articles and media reports.

11 NATURE OF THIS ACTION

12 1. Plaintiff brings this class action suit on his own behalf and on behalf
13 of all other persons or entities in the United States who subscribe to SONY Online
14 Services (defined below), provided SONY with private financial and personal
15 information, and had such information stolen or compromised from SONY's
16 computer systems. Such persons or entities have also been denied access to the
17 SONY Online Services they have already paid SONY to use. This suit seeks to
18 redress SONY's: (1) failure to adequately safeguard consumers' private financial
19 and personal information, including their names, email addresses, birthdates,
20 mailing addresses, billing addresses, purchase histories, passwords and logins,
21 password security answers, handles/online IDs, and credit card and debit card
22 information; and (2) suspension (uncompensated as of yet) of SONY's Online
23 Services.

24 2. As reported, SONY experienced a "malicious" and unauthorized
25 security breach that likely caused SONY Online Services' 77 million users to have
26 their private financial and personal information stolen or compromised. Although
27 SONY knew about the breach for several days and even prevented users from
28 accessing its Online Services, it delayed for days informing users that their private

CLASS ACTION COMPLAINT

1 financial and personal information had been stolen or compromised. Such delay
2 likely caused many users' private financial and personal information to be subject
3 to unauthorized use without their knowledge or ability to take appropriate
4 protective measures, such as alerting credit reporting companies or cancelling
5 their credit cards.

6 **JURISDICTION AND VENUE**

7 3. Jurisdiction is proper pursuant to 28 U.S.C. §1332(d)(2). Plaintiff is
8 a citizen of the State of New York and Defendant SONY is incorporated in the
9 State of Delaware, with its corporate headquarters in California. Upon information
10 and belief, the amount in controversy is in excess of \$5,000,000, exclusive of
11 interests and costs.

12 4. Venue is proper in this Court because many members of the Class
13 reside in the Central District of California, a portion of the events or omissions
14 giving rise to the claims herein occurred in this district, and Defendant SONY
15 does business and advertises within the Central District of California and
16 throughout the State of California.

17 **THE PARTIES**

18 5. Plaintiff Christopher McCard is a citizen of the State of New York,
19 maintains a residence in Brooklyn, New York, and first purchased a SONY
20 PlayStation3 console, the PSN service and multiplayer games for use on the PSN
21 service in California in or around June 18, 2008. On or about April 28, 2011,
22 Plaintiff noticed he had lost access to PSN, not knowing of the security breach and
23 loss of his personal and credit card data stored on SONY's servers.

24 6. Defendant SCEA is a Delaware limited liability company founded in
25 1994 as the North American division of Sony Computer Entertainment Inc.
26 SCEA's principal offices are located in Foster City, California.

1 7. Defendant SNEI is a Delaware limited liability company with its
2 principal offices located in California.

3 8. Defendant SNEA operates SONY Online Services in parts of North
4 America, including the PlayStation Network and Qriocity (defined below).

5 **SUBSTANTIVE ALLEGATIONS**

6 **The SONY Online Services Security Breach**

7 9. SONY manufactures and sells a line of computer
8 entertainment/gaming systems under the brand-name "PlayStation." SONY
9 launched the third iteration of its PlayStation system, the PlayStation3, on
10 November 17, 2006. As of March 29, 2011, SONY had sold 50 million
11 PlayStation3 units worldwide.

12 10. In November, 2006, SONY launched the PlayStation Network
13 ("PSN") to provide free community-centric online game-play and communication
14 tools and offered vast downloadable digital content. PlayStation Network users
15 can rent or purchase thousands of their favorite movies and television shows as
16 well as download games and demos from the PlayStation Store. In addition, users
17 have access to streaming movies and television shows through Netflix and the
18 ability to connect with friends through the virtual and social community known as
19 PlayStation Home. SONY's PSN service produces an estimated \$500 million in
20 annual revenues. As of March 20, 2011, the PSN service had more than 75
21 million registered accounts and operated in 59 countries and regions around the
22 world.

23 11. On February 17, 2011, SONY launched its cloud music service,
24 Music Unlimited powered by Qriocity ("Qriocity"), in the United States. For \$10
25 per month, Qriocity subscribers receive access to music from all four major record
26 labels and 6 million tracks. Music is streamed through the Internet from SONY's
27 servers to SONY devices, including the PlayStation3. Users cannot access their
28

1 music without Internet availability, as none of the music is stored locally or on the
2 user's own hard drive.

3 12. When announcing Qriocity, SONY touted that the service had been
4 built on the "stable" and established PlayStation Network. According to Tim
5 Schaaf, the President of Sony Network Entertainment: "The PlayStation Network
6 has been in the marketplace since 2006 and has been growing customers for four
7 years. There are 70 million accounts worldwide It has gaming, music,
8 movies and all kinds of e-commerce. **It is a stable business, and rather than**
9 **starting from scratch, we decided to leverage that.**"

10 13. Upon information and belief, SONY stores PSN and Qriocity
11 services (collectively, the "SONY Online Services") users' data, including names,
12 addresses, credit card information and passwords on its internal servers ("User
13 Private Information").

14 14. On April 19, 2011, the SONY Online Services suddenly shut down.
15 SONY Online Services users, like Plaintiff, were unable to access their services or
16 utilize the vast array of digital and online content available.

17 15. On April 20, 2011, Patrick Seybold ("Seybold"), the Senior Director
18 of Corporate Communications and Social Media for SONY, posted an "Update
19 On PSN Service Outages" on the official PlayStation blog (the "PlayStation
20 blog") that acknowledged that "certain functions" of the PlayStation Network
21 were "down," but provided no information about the cause of the disruption or
22 whether any User Private Information was compromised. The brief and vague
23 update stated in its entirety: "We're aware certain functions of PlayStation
24 Network are down. We will report back here as soon as we can with more
25 information. Thank you for your patience."

26 16. On April 22, 2011, Seybold posted an "Update On PlayStation
27 Network/Qriocity Services," which for the first time explained that SONY's
28 PlayStation Network and Qriocity services had suffered an "external intrusion"

1 and were subsequently disabled on the evening of April 20, 2011. The update did
2 not explain when the "external intrusion" had occurred, the nature or extent of the
3 intrusion, and whether any User Private Information had been lost or
4 compromised. The update stated in its entirety:

5
6 **An external intrusion on our system has affected our PlayStation**
7 **Network and Qriocity services.** In order to conduct a thorough
8 investigation and to verify the smooth and secure operation of our
9 network services going forward, **we turned off PlayStation**
10 **Network & Qriocity services on the evening of Wednesday, April**
11 **20th.** Providing quality entertainment services to our customers and
12 partners is our utmost priority. We are doing all we can to resolve
13 this situation quickly, and we once again thank you for your patience.
14 We will continue to update you promptly as we have additional
15 information to share.

16
17 17. On April 23, 2011, Seybold posted a "Latest Update for
18 PSN/Qriocity Services," which revealed that SONY was "re-building" its system
19 to "strengthen our network infrastructure." The update did not explain the nature
20 or extent of the intrusion that had caused SONY to re-build its Online Services
21 system or whether any User Private Information had been lost or compromised.
22 The update stated in its entirety:

23
24 We sincerely regret that PlayStation Network and Qriocity services
25 have been suspended, and we are working around the clock to bring
26 them both back online. Our efforts to resolve this matter involve **re-**
27 **building our system to further strengthen our network**
28 **infrastructure.** Though this task is time-consuming, we decided it
was worth the time necessary to provide the system with additional
security.

We thank you for your patience to date and ask for a little more while
we move towards completion of this project. We will continue to
give you updates as they become available.

1 18. On April 25, 2011, Seybold posted another "PSN Update," which
2 again failed to provide users with detailed information about the "external
3 intrusion" or alert users to the possible loss or compromise of User Private
4 Information. The update stated in its entirety:

5
6 I know you are waiting for additional information on when
7 PlayStation Network and Qriocity services will be online.
8 **Unfortunately, I don't have an update or timeframe to share at**
9 **this point in time.** As we previously noted, this is a time intensive
10 process and we're working to get them back online quickly. We'll
keep you updated with information as soon as it becomes available.
We once again thank you for your patience.

11 19. On April 26, 2011, Seybold posted another "Update on PlayStation
12 Network and Qriocity" that, for the first time, acknowledged that there had been a
13 "compromise of personal information as a result of an illegal intrusion on our
14 systems" that had been discovered between April 17 and April 19, 2011. The
15 update, which was accompanied by a lengthier press release, also stated that
16 SONY was working on sending a similar message to all of its registered account
17 holders via email. The update stated in its entirety:

18
19 Thank you for your patience while we work to resolve the current
20 outage of PlayStation Network & Qriocity services. We are currently
21 working to send a similar message to the one below via email to all
22 of our registered account holders regarding a **compromise of**
23 **personal information as a result of an illegal intrusion on our**
24 **systems. These malicious actions have also had an impact on your**
25 **ability to enjoy the services provided by PlayStation Network**
26 **and Qriocity including online gaming and online access to music,**
movies, sports and TV shows. We have a clear path to have
PlayStation Network and Qriocity systems back online, and expect to
restore some services within a week.

27 We're working day and night to ensure it is done as quickly as
28 possible. We appreciate your patience and feedback.

1 20. The SONY press release accompanying the April 26, 2011 update
2 stated that "an unauthorized person" had obtained sensitive customer information,
3 including customer: names, email addresses, birthdates, mailing addresses, billing
4 addresses, purchase histories, PlayStation Network/Qriocity passwords and logins,
5 password security answers, handles/PSN online IDs, and possibly (not confirmed)
6 credit card data, including credit card numbers and expiration dates. The press
7 release stated in pertinent part:

8
9 **Valued PlayStation Network/Qriocity Customer:**

10 We have discovered that **between April 17 and April 19, 2011,**
11 **certain PlayStation Network and Qriocity service user account**
12 **information was compromised in connection with an illegal and**
13 **unauthorized intrusion into our network.** In response to this
14 intrusion, we have:

- 15 1. Temporarily turned off PlayStation Network and Qriocity
16 services;
- 17 2. Engaged an outside, recognized security firm to conduct a full
18 and complete investigation into what happened; and
- 19 3. Quickly taken steps to enhance security and strengthen our
20 network infrastructure by re-building our system to provide
21 you with greater protection of your personal information.

22 We greatly appreciate your patience, understanding and goodwill as
23 we do whatever it takes to resolve these issues as quickly and
24 efficiently as practicable.

25 Although we are still investigating the details of this incident, we
26 believe that an **unauthorized person has obtained the following**
27 **information that you provided: name, address (city, state, zip),**
28 **country, email address, birthdate, PlayStation Network/Qriocity**
password and login, and handle/PSN online ID. It is also possible
that your profile data, including purchase history and billing
address (city, state, zip), and your PlayStation Network/Qriocity
password security answers may have been obtained. If you have
authorized a sub-account for your dependent, the same data with
respect to your dependent may have been obtained. **While there is**

1 no evidence at this time that credit card data was taken, we
2 cannot rule out the possibility. If you have provided your credit
3 card data through PlayStation Network or Qriocity, out of an
4 abundance of caution we are advising you that your credit card
number (excluding security code) and expiration date may have
been obtained.

5 For your security, we encourage you to be especially aware of email,
6 telephone, and postal mail scams that ask for personal or sensitive
7 information. Sony will not contact you in any way, including by
8 email, asking for your credit card number, social security number or
9 other personally identifiable information. If you are asked for this
10 information, you can be confident Sony is not the entity asking.
11 When the PlayStation Network and Qriocity services are fully
12 restored, we strongly recommend that you log on and change your
password. Additionally, if you use your PlayStation Network or
Qriocity user name or password for other unrelated services or
accounts, we strongly recommend that you change them, as well.

13 To protect against possible identity theft or other financial loss, we
14 encourage you to remain vigilant, to review your account statements
15 and to monitor your credit reports. We are providing the following
16 information for those who wish to consider it:

17 21. Later on April 26, 2011, Seybold posted a message "Clarifying a Few
18 PSN Points." The message, which acknowledged that there had been a
19 "difference in timing" between when SONY identified the intrusion and learned
20 that customer data had been compromised, stated in its entirety:

21 I wanted to take this opportunity to clarify a point and answer one of
22 the most frequently asked questions today.

23 There's a difference in timing between when we identified there was
24 an intrusion and when we learned of consumers' data being
25 compromised. **We learned there was an intrusion April 19th and**
26 **subsequently shut the services down.** We then brought in outside
27 experts to help us learn how the intrusion occurred and to conduct an
28 investigation to determine the nature and scope of the incident. It was
necessary to conduct several days of forensic analysis, and it took our
experts until yesterday to understand the scope of the breach. **We**

1 **then shared that information with our consumers and announced**
 2 **it publicly this afternoon.**

3 For those who were looking there's also an FAQ with some more
 4 frequently asked questions

5 Thank you for your continued patience and support.

6 22. The April 26, 2011 "Clarifying" update provided a hyperlink to a set
 7 of "PSN/Qriocity Network Outage FAQs." Importantly, although SONY
 8 recognized that the unavailability of the SONY Online Services "may have had
 9 financial impact on our loyal customers," it did not guarantee that customers
 10 would get their money back (subscription fee, content) but only stated that it was
 11 "currently reviewing options." The FAQs are provided below in their entirety:

12 **PSN/Qriocity Network Outage FAQs**

13 *Question: When did the PSN/Qriocity become unavailable?*

14 Answer: PSN/Qriocity services have not been available since April
 15 20 (US time) in all regions.

16 *Q: Why did the PSN/Qriocity become unavailable?*

17 A: An external intrusion on our system has affected our PlayStation
 18 Network and Qriocity services.

19 *Q: Why was Sony not prepared for a compromise of its network?*

20 A: We are currently conducting a thorough investigation of the
 21 situation. Since this is an overall security related issue, we cannot
 22 comment further at this time.

23 *Q: Has Sony identified the party or parties responsible for the
 PlayStation Network hack and subsequent theft of personal
 information?*

24 A: We are currently conducting a thorough investigation of the
 25 situation and are working closely with a recognized technology
 26 security firm and law enforcement in order to find those responsible
 27 for this criminal act no matter where in the world they might be
 28 located.

Q: When will the PlayStation Network and Qriocity be back online?

1 A: Our employees have been working day and night to restore
2 operations as quickly as possible, and we expect to have some
3 services up and running within a week from yesterday. However, we
4 want to be very clear that we will only restore operations when we
5 are confident that the network is secure.

6 *Q: What steps is Sony taking to protect my personal data in the*
7 *future?*

8 A: We've taken several immediate steps to add protections for your
9 personal data. First, we temporarily turned off PlayStation Network
10 and Qriocity services and, second, we are enhancing security and
11 strengthening our network infrastructure. Moving forward, we are
12 initiating several measures that will significantly enhance all aspects
13 of PlayStation Network's security and your personal data, including
14 moving our network infrastructure and data center to a new, more
15 secure location, which is already underway. We will provide
16 additional information on these measures shortly.

17 *Q: Did SOE [Sony Online Entertainment] experience an attack due*
18 *to the same reason?*

19 A: SOE's services are currently available, but they did experience a
20 service interruption due to an external attack. An investigation is
21 ongoing.

22 *Q: Have you had such a long PSN/Qriocity service termination like*
23 *this one in the past?*

24 A: No.

25 *Q: Does PSN/Qriocity get attacked very often?*

26 A: We cannot make any comments regarding this matter at this time.

27 *Q: I want my money back (subscription fee, content) since the*
28 *PSN/Qriocity was not available.*

A: While we are still assessing the impact of this incident, we
recognize that this may have had financial impact on our loyal
customers. We are currently reviewing options and will update
you when the service is restored.

Q: There seems to be some games that cannot be played even offline?

1 A: Some games may require access to PSN for trophy sync, security
2 checks or other network functionality and therefore cannot be played
offline.

3 *Q: Why are Sony Online Entertainment services available while PSN*
4 *and Qriocity are still down and you (SCE/Sony) are not able to even*
5 *tell us when it will come back again?*

6 A: As our investigation in this matter is ongoing, we cannot comment
7 further on this matter.

8 *Q: What personally identifying information do you suspect has*
9 *been compromised?*

10 A: Although we are still investigating the details of this incident, we
11 believe that an unauthorized person has obtained the following
12 information provided by PlayStation Network/Qriocity account
13 holders: name, address (city, state, zip), country, email address,
14 birth date, PlayStation Network/Qriocity password, login, and
15 handle/PSN online ID. Other profile data may also have been
16 obtained, including purchase history and billing address (city,
17 state, zip). If an account holder has authorized a sub-account for a
dependent, the same data with respect to that dependent may have
18 been obtained. If an account holder provided credit card data through
19 PlayStation Network or Qriocity, it is possible that the credit card
20 number (excluding security code) and expiration date may also
21 have been obtained.

22 *Q: Was my personal data encrypted?*

23 A: All of the data was protected, and access was restricted both
24 physically and through the perimeter and security of the network. The
25 entire credit card table was encrypted and we have no evidence that
26 credit card data was taken. **The personal data table, which is a**
27 **separate data set, was not encrypted**, but was, of course, behind a
28 very sophisticated security system that was breached in a malicious
attack.

Q: Was my credit card data taken?

A: While all credit card information stored in our systems is
encrypted and there is no evidence at this time that credit card
data was taken, we cannot rule out the possibility. If you have
provided your credit card data through PlayStation Network or
Qriocity, out of an abundance of caution we are advising you that

1 **your credit card number (excluding security code) and expiration**
2 **date may have been obtained.** Keep in mind, however that your
3 credit card security code (sometimes called a CVC or CSC number)
4 has not been obtained because we never requested it from anyone
5 who has joined the PlayStation Network or Qriocity, and is therefore
6 not stored anywhere in our system.

7 *Q: How will I know if my personal information has been*
8 *compromised?*

9 A: We have provided notices to consumers at the email addresses
10 associated with their PlayStation Network/Qriocity accounts. You
11 may also visit www.us.playstation.com/support and
12 www.qriocity.com for notices regarding this issue. In addition, we
13 have taken steps to disseminate information regarding this issue to
14 media outlets so that consumers are informed. **To protect against**
15 **possible identity theft or other financial loss, we encourage you to**
16 **remain vigilant to review your credit card account statements**
17 **and to monitor your credit reports.**

18 *Q: What steps should I take at this point to help protect my personal*
19 *data?*

20 A: For your security, we encourage you to be especially aware of
21 email, telephone, and postal mail scams that ask for personal or
22 sensitive information. Sony will not contact you in any way,
23 including by email, asking for your credit card number, social
24 security number or other personally identifiable information. If you
25 are asked for this information, you can be confident Sony is not the
26 entity asking. When the PlayStation Network and Qriocity services
27 are fully restored, we strongly recommend that you log on and
28 change your password. Additionally, if you use your PlayStation
Network or Qriocity user name or password for other unrelated
services or accounts, we strongly recommend that you change them,
as well. To protect against possible identity theft or other financial
loss, we encourage you to remain vigilant, to review your account
statements and to monitor your credit reports.

Q: What if I don't know which credit card I've got attached to my
PlayStation Network account?

A: If you've added funds to your PlayStation Network wallet in the
past, you should have received a confirmation email from
"DoNotReply@ac.playstation.net" at the email address associated

1 with your account. This email would have been sent to you
2 immediately after you added the funds, and will contain the first 4
3 digits and last 4 digits of your credit card number. You can also
4 check your previous credit card statements to determine which card
5 was attached to your PlayStation Network or Qriocity accounts.

6 *Q: When or how can I change my PlayStation Network password?*

7 A: We are working on a new system software update that will require
8 all users to change their password once PlayStation Network is
9 restored. We will provide more details about the new update shortly.

10 *Q: Are you working with law enforcement on this matter?*

11 A: Yes, we are currently working with law enforcement on this
12 matter as well as a recognized technology security firm to conduct a
13 complete investigation. This malicious attack against our system and
14 against our customers is a criminal act and we are proceeding
15 aggressively to find those responsible.

16 *Q: I got an email from you asking for my PSN/Qriocity sign-in ID
17 and password. Is it really you asking for this information?*

18 A: Sony will not contact you in any way, including by email, asking
19 for your credit card number, social security number or other
20 personally identifiable information. If you are asked for this
21 information, you can be confident Sony is not the entity asking.

22 *Q: Why did Sony wait until now to tell PSN users that their personal
23 information may have been compromised?*

24 A: The nature of the intrusion required that we undertake an
25 extensive and thorough investigation of the matter, which took
26 considerable effort and time. We needed to make sure that we knew
27 and understood the facts before providing the appropriate notice to
28 PlayStation Network users.

23. In addition to SONY's own blog posts and press releases, numerous
media reports described the SONY Online Services security breach, shutdown and
loss of User Private Information. According to various media reports, the SONY
Online Services security breach represents one of the largest-ever Internet security
break-ins in history, affecting 77 million user accounts.

1 24. On April 26, 2011, Senator Richard Blumenthal (D-CT) wrote a
2 letter to the President and CEO of SCEA, Jack Tretton “demanding answers over
3 the company’s failure to notify millions of customers of a data breach in the
4 PlayStation Network.” The body of Senator Blumenthal’s letter is provided
5 below:

6
7 I am writing regarding a recent data breach of Sony’s
8 PlayStation Network service. **I am troubled by the failure of Sony**
9 **to immediately notify affected customers of the breach and to**
10 **extend adequate financial data security protections.**

11 It has been reported that on April 20, 2011, Sony’s PlayStation
12 Network suffered an “external intrusion” and was subsequently
13 disabled. News reports estimate that 50 million to 75 million
14 consumers – many of them children – access the PlayStation
15 Network for video and entertainment. I understand that the
16 PlayStation Network allows users to store credit card information
17 online to facilitate the purchasing of content such as games and
18 movies through the PlayStation Network. **A breach of such a widely**
19 **used service immediately raises concerns of data privacy, identity**
20 **theft, and other misuse of sensitive personal and financial data,**
21 **such as names, email addresses, and credit and debit card**
22 **information.**

23 **When a data breach occurs, it is essential that customers be**
24 **immediately notified about whether and to what extent their**
25 **personal and financial information has been compromised.**
26 **Additionally, PlayStation Network users should be provided with**
27 **financial data security services, including free access to credit**
28 **reporting services, for two years, the costs of which should be borne**
by Sony. Affected individuals should also be provided with
sufficient insurance to protect them from the possible financial
consequences of identity theft.

29 I am concerned that PlayStation Network users’ personal and
30 financial information may have been inappropriately accessed by a
31 third party. **Compounding this concern is the troubling lack of**
32 **notification from Sony about the nature of the data breach.**
33 **Although the breach occurred nearly a week ago, Sony has not**

1 notified customers of the intrusion, or provided information that
2 is vital to allowing individuals to protect themselves from identity
3 theft, such as informing users whether their personal or financial
4 information may have been compromised. Nor has Sony
5 specified how it intends to protect these consumers.

6 PlayStation Network users deserve more complete information
7 on the data breach, as well as the assurance that their personal and
8 financial information will be securely maintained. I appreciate your
9 prompt response on this important issue.

10 25. Upon information and belief, the SONY Online Services security
11 breach is also being investigated by the United States Federal Bureau of
12 Investigations ("FBI"), the House of Representatives Subcommittee for
13 Commerce, Manufacturing and Trade, attorneys general in Iowa, Florida and
14 Massachusetts, and Britain's Information Commissioner's Office.

15 26. On April 27, 2011, Seybold posted a "Q&A #1 for PlayStation
16 Network and Qriocity Services," which addressed some of the most common
17 questions SONY had received regarding the security breach and network outages
18 between April 26 and April 27, 2011. All but one of the questions and answers
19 were identical to those previously addressed by SONY's FAQs (listed above).
20 The "Q&A" message and the accompanying, previously unaddressed question is
21 provided below in its entirety:

22 First off, we want to again thank you for your patience. We know
23 that the PlayStation Network and Qriocity outage has been frustrating
24 for you. We know you are upset, and so **we are taking steps to**
25 **make our services safer and more secure than ever before.** We
26 sincerely regret any inconvenience or concern this outage has caused,
27 and rest assured that we're going to get the services back online as
28 quickly as we can.

We received a number of questions and comments yesterday and
early today relating to the criminal intrusion into our network. We'd
like to address some of the most common questions today.

1 We are also going to continue to post updates to this blog with any
2 additional information and insight that we can over the next few
3 days.

4 We are reading your comments. We are listening to your suggestions.
5 Please keep them coming.

6 Thank you.

7 * * *

8 *Q: Have all PlayStation Network and Qriocity users been notified of
9 the situation?*

10 A: In addition to alerting the media and posting information about it
11 on this blog, we have also been sending emails directly to all **77
12 million registered accounts**. It takes a bit of time to send that many
13 emails, and recognize that **not every email will still be active**, but
14 this process has been underway since yesterday. At this time, the
15 majority of emails have been sent and **we anticipate that all
16 registered accounts will have received notifications by April 28th**.
17 Consumers may also visit www.us.playstation.com/support and
18 www.qriocity.com for notices regarding this issue. In addition, we
19 have taken steps to disseminate information regarding this issue to
20 media outlets so that consumers are informed.

21 27. On April 28, 2011, Seybold posted a "Q&A #2 for PlayStation
22 Network and Qriocity Services," which addressed some of the "more game
23 related" questions SONY had received. One question addressed whether users
24 would receive a "goodwill gesture" for the time they were unable to access the
25 SONY Online Services. As with a previous question about receiving
26 compensation for not being able to use the services, SONY did not state whether
27 users would definitely be granted compensation. The "Q&A" message and the
28 accompanying question and answers is provided below in its entirety:

Yesterday, we addressed a number of your questions relating to the
malicious intrusion into our network. You can find that FAQ [here](#). As
we get closer to restoration of service, here are more answers to your
questions, many of which are more gaming related:

1 *Q: Will our download history/friends list/settings be affected by the*
 2 *PSN downtime?*

3 A: No, they will not.

4 *Q: Will trophies that were earned in single-player offline games*
 5 *during the outage be intact when the service resumes?*

6 A: These trophies are intact and will be re-synched when the network
 7 is once again operational.

8 *Q: Will my PS+ cloud saves be retrievable?*

9 A: Yes, once PSN is restored.

10 *Q: What if we have a subscription to PS3 MMOs DC Universe*
 11 *Online or Free Realms? Will we get compensation for that?*

12 A: From Sony Online Entertainment: "We apologize for any
 13 inconvenience players may have experienced as a result of the recent
 14 service interruption. As a global leader in online gaming, SOE is
 15 committed to delivering stable and entertaining games for players of
 16 all ages. To thank players for their patience, we will be hosting
 17 special events across our game portfolio. We are also working on a
 18 "make good" plan for players of the PS3 versions of DC Universe
 19 Online and Free Realms. Details will be available soon on the
 20 individual game websites and forums."

21 *Q: Will there be a goodwill gesture for the time we haven't been*
 22 *able to utilize PSN/Qriocity?*

23 A: We are currently evaluating ways to show appreciation for
 24 your extraordinary patience as we work to get these services
 25 back online.

26 The SONY Online Services Privacy Policy

27 28. According to the April 1, 2011 Revised Privacy Policy applicable to
 28 users of SONY Online Services, SONY collects User Private Information,
 including credit card information and "maintain and store[s]" such information for
 future purchases:

Personally identifying information is needed to establish a Sony
 Online Services account. **In order to set up a PSN account and
 access these services, you must provide your date of birth, name,**

1 mailing address, and email address. In order to set up a Qriocity
2 account, you must provide your date of birth and email address.
3 You may choose to provide valid credit card information at the
4 time of registration. If you wish to make a purchase through Sony
5 Online Services and would like to pay for that purchase with a credit
6 card, you will be required to provide valid credit card information at
7 the time of purchase. **We maintain and store credit card**
8 **information (other than CVV) provided by consumers for**
9 **purposes of charging future purchases.**

10 29. For minors under the age of 13, SONY maintains the "child's
11 personally identifying information" along with a "valid credit card" to confirm
12 parental consent.

13 30. SONY states that "[w]hen we process personal data and information
14 and personally identifying information in the United States, we follow United
15 States data protection and privacy regulations."

16 31. SONY also states that "[w]e seek to maintain reasonable security
17 measures in order to attempt to protect against the loss, misuse or alteration of the
18 personally identifying information under our control." Although SONY
19 acknowledges that "there is no such thing as perfect security," it stresses that it
20 "strive[s]" to protect such information in various ways, such as storing User
21 Private Information in "secure operating environments that are not available to the
22 public and that are only accessible to authorized employees" and using "industry-
23 standard encryption to prevent unauthorized access to sensitive financial
24 information":

25 We strive to take reasonable measures to protect the confidentiality,
26 security, and integrity of the personal information collected from our
27 website visitors. **Personal information is stored in secure**
28 **operating environments that are not available to the public and**
that are only accessible to authorized employees. In addition,
Sony Online Services use industry-standard encryption to
prevent unauthorized electronic access to sensitive financial
information such as your credit card number. We also have

1 security measures in place to protect the loss, misuse, and alteration
2 of the information under our control. For example, before we allow
3 Sony Online Services account holders to access their personal
4 information, we verify their identity by requesting information such
5 as their Sign-in ID and password. In the event of a security breach,
6 we have procedures in place to protect our consumers' data.

7 32. SONY also shares User Personal Information with certain of its
8 subsidiaries, affiliates and third parties, some of which maintain nearly identical
9 privacy provisions as described above. SONY states that "we use reasonable
10 efforts to obtain [those parties'] agreement to protect the confidentiality, security,
11 and integrity of any personal information we share with them or that we permit
12 them to collect directly."

13 CLASS ALLEGATIONS

14 33. Plaintiff brings this action as a class action pursuant to Federal Rules
15 of Civil Procedure 23(a) and 23(b)(3) on behalf of himself and the following
16 Nationwide Class:

17 All persons or entities in the United States that subscribed to SONY
18 Online Services and suffered a loss of service and breach of security
19 on or about April 17-19, 2011. Excluded from this Class is SONY, its
20 affiliates, employees or agents, or persons or entities that distribute or
21 sell its SONY Online Services products.

22 34. Numerosity: The members of the Class are so numerous that joinder
23 of all members would be impracticable. There are approximately seventy-seven
24 (77) million SONY Online Services users world-wide, of which approximately
25 thirty-one (31) million reside in the United States. Plaintiff believes that there are
26 tens-of-thousands of SONY Online Services users who are members of the Class
27 described above and have been damaged by the loss of service and security
28 breach. The names and addresses of the members of the Class are identifiable
through documents maintained by SONY and the members of the Class may be

1 notified by the pendency of this action by published, mailed and/or electronic
2 notice.

3 35. Common Questions of Fact and Law: There are questions of fact and
4 law common to the members of the Class that predominate over any question
5 affecting only individual Class members, including, but not limited to:

- 6 a. Whether 1) Sony was negligent; 2) Sony breached its contract to
7 which plaintiff and class members were third-party beneficiaries; and
8 3) Sony breached an implied contract;
- 9 b. Whether SONY misrepresented the SONY Online Services
10 capabilities to protect User Personal Information;
- 11 c. Whether SONY concealed and did not disclose the defects in the
12 SONY Online Services capabilities to protect User Personal
13 Information;
- 14 d. Whether SONY unreasonably delayed in remedying the suspension of
15 service;
- 16 e. Whether SONY unreasonably delayed in alerting users to the security
17 breach and informing users that their User Personal Information had
18 been stolen or compromised; and
- 19 f. The measure of damages.

20
21 36. Typicality: Plaintiff is a member of the Class. Plaintiff's claims are
22 typical of the claims of each member of the Class, in that Plaintiff, as every
23 member of the Class, was a customer of SONY and SONY Online Services user,
24 experienced a suspension of SONY Online Services, was not timely informed that
25 a security breach had caused the suspension of services, and was not timely
26 informed that his User Personal Information had been stolen or compromised.
27 Plaintiff is entitled to relief under the same causes of action as the other members
28 of the Class and is subject to no unique defenses.

1 37. Adequacy: Plaintiff is an adequate representative of the Class
2 because his interests do not conflict with the interests of the members of the Class
3 he seeks to represent; he has retained counsel competent and experienced in
4 complex class action litigation and they intend to prosecute this action vigorously.
5 Plaintiff has no interests which conflict with those of the Class. The interests of
6 members of the Class will be fairly and adequately protected by Plaintiff and his
7 counsel.

8 38. SONY has acted on grounds generally applicable to the Class,
9 making relief appropriate with respect to Plaintiff and the members of the Class.
10 The prosecution of separate actions by individual Class members would create a
11 risk of inconsistent and varying adjudications.

12 39. Superiority: A class action is superior to the other available methods
13 for the fair and efficient adjudication of this controversy because:

- 14 a. The joinder of thousands of individual members of the Class is
15 impracticable, cumbersome, unduly burdensome, and a waste of
16 judicial and/or litigation resources;
- 17 b. The individual claims of the members of the Class now may be
18 relatively modest compared with the expense of litigating the claim,
19 thereby making it impracticable, unduly burdensome, expensive, if
20 not totally impossible, to justify individual actions;
- 21 c. When SONY's liability has been adjudicated, claims of all members
22 of the Class can be determined by the court and administered
23 efficiently in a manner which is far less burdensome and expensive
24 than if it were attempted through filing, discovery, and trial of all
individual cases;
- 25 d. This class action will promote orderly, efficient, expeditious, and
26 appropriate adjudication and administration of class claims to
27 promote economies of time, resources, and limited pool of recovery;
28

- 1 e. Plaintiff knows of no difficulty to be encountered in the management
2 of this action that would preclude its maintenance as a class action;
- 3 f. This class action will assure uniformity of decisions among members
4 of the Class; and
- 5 g. The Class is readily definable and prosecution of this action as a class
6 action will eliminate the possibility of repetitious litigation.

7 **COUNT I**
8 **NEGLIGENCE**

9 40. Plaintiff repeats and realleges each and every allegation above as if
10 set forth in full herein.

11 41. SONY assumed a duty to keep the User Personal Information of
12 Plaintiff and the Class that is in their possession private and secure. By their acts
13 and omissions described herein, SONY unlawfully breached this duty. The Class
14 was damaged thereby.

15 42. The private information of the Class that was stolen or compromised
16 by the breach of SONY's security includes, without limitation, information that
17 was being improperly stored and inadequately safeguarded in violation of, among
18 other things, industry rules and regulations.

19 43. More specifically, SONY failed to comply with Payment Card
20 Industry ("PCI") Data Security Standards, and similar regulations issued by Visa
21 and Mastercard. These standards required SONY to protect stored cardholder data
22 and keep it in a secure manner or secure environment so as to prevent access by,
23 or disclosure to any unauthorized party. These security standards created a duty
24 of reasonable care that SONY violated, as evidence by, *inter alia*, the fact that an
25 unauthorized intruder was able to access such data.

26 44. SONY also had a duty to publicly disclose the data compromise in a
27 timely manner. Timely public disclosure was required so that, among other
28 things, Plaintiff and the Class members could take appropriate measures to avoid

1 unauthorized charges on their accounts, cancel or change account numbers on
2 compromised cards, change their logins and passwords, monitor their email
3 addresses (including protect themselves from illegal phishing scams that SONY
4 only later explicitly warned against), and monitor their account information and
5 credit reports for fraudulent activity.

6 45. SONY breached this duty by failing to notify the public in a timely
7 manner that information was compromised.

8 46. SONY knew or should have known that its computer systems for
9 processing and storing User Personal Information had security vulnerabilities.
10 SONY was negligent in continuing to store and process such data in light of those
11 vulnerabilities and the sensitivity of the data.

12 47. As a direct and proximate result of Defendants' conduct, Class
13 members suffered damages.

14 48. Plaintiff and Class members have not in any way contributed to the
15 security breach at SONY or to the compromise or theft of User Personal
16 Information.

17
18 **COUNT II**
19 **BREACH OF CONTRACTS TO WHICH PLAINTIFF AND**
20 **CLASS MEMBERS WERE THIRD PARTY BENEFICIARIES**

21 49. Plaintiff repeats and realleges each and every allegation above as if
22 set forth in full herein.

23 50. Upon information and belief, Plaintiffs and the Class are third party
24 beneficiaries of express and implied contracts entered into between SONY and its
25 affiliates and subsidiaries and third parties. These express and implied contracts
26 required that SONY and the third parties take reasonable efforts to safeguard the
27 User Personal Information of Plaintiff and the Class.
28

1 51. SONY and these third parties breached these contracts, and, as a
2 result of these breaches, Plaintiff and the Class have been harmed as alleged
3 herein.

4 **COUNT III**
5 **BREACH OF IMPLIED CONTRACTS**

6 52. Plaintiff repeats and realleges each and every allegation above as if
7 set forth in full herein.

8 53. When providing User Personal Information to SONY in order to
9 transact business through and access SONY Online Services, Plaintiff and the
10 Class entered into implied contracts with SONY such that SONY would safeguard
11 this information and notify them promptly of any and all theft of this information.

12 54. In addition, Plaintiff and the Class entered into implied contracts with
13 SONY such that SONY would compensate users for service interruptions.

14 55. Without such implied contracts, customers (including Plaintiff and
15 the Class) would not have used their User Personal Information to transact
16 business through or subscribe to SONY Online Services.

17 56. SONY breached these implied contracts, and, as a result of these
18 breaches, Plaintiff and the Class have been harmed as alleged herein.

19 **RELIEF REQUESTED**

20 **WHEREFORE**, Plaintiff, on behalf of himself and the Class, prays for
21 relief and judgment as follows:

22 A) Declaring this action properly maintainable as a class action
23 pursuant to rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure and
24 declaring Plaintiff to be a proper representative of the Class;

25 B) Awarding Plaintiff and the other members of the Class
26 damages in an amount to be proven at trial, together with prejudgment interest
27 thereon;
28

1 C) Awarding Plaintiff the costs and expenses incurred in this
2 action, including reasonable attorneys' and experts' fees; and

3 D) Granting Plaintiff and the other members of the Class such
4 other and further relief as the Court deems just and proper.

5 **JURY DEMAND**

6 Plaintiff hereby demands a trial by jury.

7 DATED: May 2, 2011

GLANCY BINKOW & GOLDBERG LLP

8 By: Le 3 - y
9 Marc L. Godino
10 Lionel Z. Glancy
11 1801 Avenue of the Stars, Suite 311
12 Los Angeles, CA 90067
13 Telephone: (310) 201-9150
14 Facsimile (310) 201-9160
15 Email: info@glancylaw.com

16 *Liaison Counsel for Plaintiff*

17 BRAGAR WEXLER EAGEL & SQUIRE, P.C.
18 Jeffrey Squire
19 885 Third Avenue, Suite 3040
20 New York, NY 10022
21 Telephone: 212-308-5858
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24 WOLF POPPER LLP
25 Lester L. Levy
26 845 Third Avenue
27 New York, NY 10028
28 Telephone: (212) 759-4600
Email: llevy@wolfpopper.com

Counsel for Plaintiff

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge George King and the assigned discovery Magistrate Judge is Margaret A. Nagle.

The case number on all documents filed with the Court should read as follows:

CV11- 3785 GHK (MANx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:

GLANCY BINKOW & GOLDBERG LLP
 MARC L. GODINO (#182689)
 1801 Avenue of the Stars, Suite 311
 Los Angeles, CA 90067

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

CHRISTOPHER McCARD, On Behalf of Himself and
 All Others Similarly Situated,

PLAINTIFF(S)

v.

SONY COMPUTER ENTERTAINMENT AMERICA
 LLC; [See Attachment for Additional Defendants]

DEFENDANT(S).

CASE NUMBER

CV11 03785

GHK (MANX)

SUMMONS

TO: DEFENDANT(S): ABOVE-NAMED DEFENDANTS

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ _____ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Marc L. Godino, whose address is 1801 Avenue of the Stars, Suite 311, Los Angeles, CA 90067. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

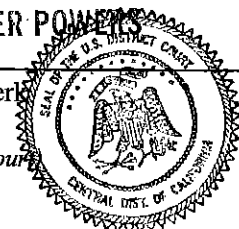
Dated: MAY - 2 2011

By: _____

CHRISTOPHER POWERS

Deputy Clerk

(Seal of the Court)



1181

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

ATTACHMENT TO SUMMONS

McCard v. Sony Computer Entertainment et al.

ADDITIONAL DEFENDANTS:

SONY NETWORK ENTERTAINMENT INTERNATIONAL LLC; and
SONY NETWORK ENTERTAINMENT AMERICA INC.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/> CHRISTOPHER McCARD	DEFENDANTS SONY COMPUTER ENTERTAINMENT AMERICA LLC SONY NETWORK ENTERTAINMENT INTERNATIONAL LLC SONY NETWORK ENTERTAINMENT AMERICA INC.
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Glancy Binkow & Goldberg LLP, 1801 Avenue of the Stars, Suite 311 Los Angeles, CA 90067 (310) 201-9150	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td align="center"><input type="checkbox"/> 1</td> <td align="center"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input type="checkbox"/> 2</td> <td align="center"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.)

☒ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from another district (specify):
 ☐ 6 Multi-District Litigation
 ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☒ Yes ☐ No
 MONEY DEMANDED IN COMPLAINT: \$ _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

28 USC 1332(d)(2)

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus <input type="checkbox"/> 535 General Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS Third Party 26 USC 6609
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FOR OFFICE USE ONLY: Case Number: _____

CV11 03785

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District, California County outside of this District, State if other than California, or Foreign Country, in which **EACH** named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District, State, if other than California, or Foreign Country
	New York

- (b) List the County in this District, California County outside of this District, State if other than California, or Foreign Country, in which **EACH** named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District, State, if other than California, or Foreign Country
	Delaware San Mateo

- (c) List the County in this District, California County outside of this District, State if other than California, or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District, State, if other than California, or Foreign Country
Los Angeles	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X SIGNATURE OF ATTORNEY (OR PRO PER):  Date May 2, 2011

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))